CONTRACT FOR THE SALE OF GOODS

This Sales Agreement (the “Agreement”) is made on [DATE], (the “Sales Contract”),

BETWEEN: **[SELLER NAME]** (the “Seller”), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

AND: **[BUYER NAME]** (the "Buyer"), a corporation organized and existing under the laws of [STATE/PRIOVINCE], with its head office located at:

1. SALE OF GOODS

Seller shall sell, transfer and deliver to buyer on or before [DATE], the following personal property:

[DESCRIPTION OF GOODS]

2. CONSIDERATION

Buyer shall accept the goods and pay the sum of [AMOUNT] for the goods.

3. IDENTIFICATION OF GOODS

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

4. PAYMENT ON RECEIPT

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by buyer.

OR

INSTALLMENT PAYMENT CLAUSE

Buyer agrees to pay for the [EQUIPMENT, MACHINERY OR THE LIKE] in the following manner: the initial payment payable with this order, and the remaining balance in monthly payments together with monthly charge for service, all as stated on the face of this agreement; the billing for monthly payments will commence for each [E.G., MACHINE] when installed ready for buyer’s use, with succeeding payments on the same day of every month until total price shall have been paid in full.

5. RECEIPT CONSTRUED AS DELIVERY

Goods shall be deemed received by buyer when delivered to buyer at [ADDRESS], [CITY], [STATE/PROVINCE].

6. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of the cause, shall be on seller until the goods have been accepted by buyer.

7. WARRANTY OF NO ENCUMBRANCES

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. WARRANTY OF TITLE

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

9. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods on arrival and, within [NUMBER] business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

SELLER	BUYER
____________________________	____________________________
Authorized Signature	Authorized Signature
____________________________	____________________________
Print Name and Title	Print Name and Title